

Exhibit “I”

Exhibit “I”

AMENDED AND RESTATED AGREEMENT AND SETTLEMENT

This Amended and Restated Agreement and Settlement ("Amended Agreement") is between Pershing County (the "County") and Black Rock City, LLC ("BRC"), collectively referred to as the Parties. This Amended Agreement rescinds, restates and replaces the original Agreement and Settlement which was executed by the Parties on November 19, 2005.

RECITALS

A. The Burning Man Event is the annual event organized and managed by BRC in the Black Rock Desert each year the week before and including Labor Day. Since 1998 the Burning Man has been held annually on Bureau of Land Management ("BLM") land in the Black Rock Desert of Pershing County. More than 30,000 people have attended the Burning Man Event each year since 1999.

B. In 2004, the County amended Section 5.16 of its Festival Ordinance to require a permit in connection with festivals and similar events occurring anywhere in the County if attended by 1,000 people. The County and BRC dispute whether the Festival Ordinance legally applies to events such as the Burning Man Event, that are held on federal public lands managed by the BLM. The Parties wish to settle this dispute.

C. BRC has a significant local presence in the County and has donated funds to the County and to charities within the County since the 1990s. The Parties intend this Amended Agreement to facilitate the continued donation of money from BRC to the County and to charities within the County.

D. In 2005 the Parties executed an Agreement and Settlement.

E. In 2005 per the original Agreement and Settlement, the County excepted BRC from the amended Section 5.16 of its Festival Ordinance thereby exempting BRC from the permit schedule in the ordinance.

AGREEMENT

1. **Modification of the Ordinance.** As long as this Amended Agreement is in effect, the County agrees not to enact any future, or modify any existing, rule, ordinance, policy or regulation in a way that would result in the taxation, assessment or charge against BRC in connection with holding the Burning Man Event on Federal land within County boundaries.

2. **Charitable Donation.** BRC will donate \$50,000 to the County, and \$12,000 to local charities of BRC's choice within the County each year, starting in 2010. The \$50,000 in funds to the County will be paid by BRC directly to the County. As in year's past the County will make reasonable efforts to ensure that the funds are used in a way to both benefit the citizens of Pershing County, and give credit to BRC for the donation, by having a town meeting whereby residents can recommend how the money be used.

3. **Term.** This Amended Agreement shall continue in effect as long as the Burning Man Event is held in the County.

4. **Clarification of Scope.** This Amended Agreement does not address payments made by BRC or BLM to cover costs incurred by the County Sheriff's Office in enforcing local laws at the Burning Man Event. For reference purposes only, since 2005 the Parties have addressed these costs through the Burning Man Event Law Enforcement Agreement, which has been amended from time to time.

5. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Nevada without reference to its conflict of laws principles.

7. **Entire Agreement.** This Amended Agreement constitutes the entire agreement between the Parties on the topics addressed herein and supersedes any and all other agreements the Parties, unless expressly stated otherwise herein.

8. **Amendments.** Any amendments to this Amended Agreement must be in writing, signed by duly authorized representatives of the Parties, and must state that the Parties intend to amend the Amended Agreement.

9. **No Waiver of Right.** The waiver or failure of either party to exercise any right provided for herein shall not be deemed a waiver of any prior or future rights hereunder.

10. **Enforcement.** In any proceeding to enforce the provisions of this Amended Agreement, the prevailing party shall be entitled to recover its costs and expenses (including reasonable attorney's fees and costs) incurred in preparation for and prosecution of such proceeding and enforcement of, or securing recovery under any order or judgment rendered therein.

11. **Captions.** Paragraph headings are used for convenience only, and shall not affect the interpretation, nor be deemed to be a part of this Amended Agreement.

12. **Binding Upon Successors.** This Amended Agreement shall be binding upon and benefit the County and BRC, as well as their successors and assigns.

Dated: January 27, 2011



Raymond Allen
Black Rock City, LLC

Dated: Jan. 13, 2011



Darin Bloyd
Chairman, Pershing County Board of Commissioners

Dated: _____, 2011

ATTESTED TO

By: _____
Lacey Donaldson, Pershing County Clerk.